

AGREEMENT
between the
SUPERVISORS ASSOCIATION
and the
BOARD OF EDUCATION
OF
DELRAN, BURLINGTON COUNTY
NEW JERSEY

1993-94

1994-95

1995-96

ARTICLE I

A. Membership:

Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby recognizes the Delran Supervisors' Association as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for personnel employed and classified as Supervisors.

B. Definitions:

1. Unless otherwise indicated, the term "Supervisors", when used hereafter in this agreement, shall refer to all professional employees represented by the Association in the negotiation unit as defined above.

2. Unless otherwise indicated, the term "Association" when used hereafter in this agreement, shall refer to the Delran Supervisors' Association.

ARTICLE II

A. Deadline Dates:

The parties agree to enter into collective negotiations over an agreement in accordance with N.J.S.A. 34: 13A-1 et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of Supervisors' employment. Negotiations shall begin no later than December 31, and no earlier than October 1 of the school year in which this agreement expires.

B. Negotiating Team Authority

Neither party in any negotiations shall have any control over the selection of the representatives of the other party.

ARTICLE III

A. Definitions:

1. **Grievance:** A "grievance" is a claim by any Association Member or the Association based upon the interpretation, application, or violation of this agreement, policies, or administrative decisions affecting an Association Member or a group of Association Member.

2. **Aggrieved Person:** An "aggrieved person" is the person or persons or the Association making the claim.

3. **Party in Interest:** A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom the action might be taken in order to resolve the claim.

4. A grievance, to be considered under this procedure, must be initiated in writing by the Association Member, or the Association with thirty (30) calendar days from the time when the Association Member or the Association knew or should have known of its occurrence.

Purpose: The purpose of this procedure is to secure, at the LOWEST possible level, equitable solutions to those problems which may from time to time arise affecting Association Members. both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Procedure:

1. **Time Limits:** The number of days indicated at each level should be considered the maximum and every effort should be made to expedite the process. Time limits, however, may be extended by mutual agreement.

2. **Year-end grievances:** In the event a grievance is filed at such time that it cannot be processed through all the steps in this procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the party in interest, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted soon thereafter as it is practicable.

3. It is understood that grievants shall, during and notwithstanding the outcome of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall be fully determined.

Level I - Principal or Immediate Superior

An Association member with a grievance shall first discuss it with the principal, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

Level II - Superintendent

If the aggrieved person is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) school days after the presentation of the grievance, one may file the grievance in writing with the Association within five (5) school days after the decision at Level I or ten (10) school days after the grievance was presented whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

If the aggrieved person is not satisfied with the decision of the superintendent, the grievant may within five (5) school days of receipt of the Superintendent's decision ask the Association to submit said grievance to arbitration.

Within twenty (20) school days, the Association shall decide whether to file for arbitration. If the Association fails to file for arbitration within that time period, the grievance will be deemed abandoned.

Level III - Arbitration

Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or are unable to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue the decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be final and binding on the parties.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring same.

Rights of Association Member:

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or representation selected or approved by the Association. When an Association member is not represented by the Association, the Association shall have the right to present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the Administration, or any other participant in the grievance procedure by reason of such participation.

Miscellaneous:

1. *Group Grievance:*

If, in the judgment of the Association, a grievance affects a group or class of Association Member, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance though the aggrieved person does not wish to do so.

2. *Written Decisions:*

Decisions rendered at Level I which are unsatisfactory to the aggrieved person and all decisions rendered at Level II of the grievance procedure shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level III shall be in accordance with the procedures set forth in Section C.

3. *Forms:*

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. *Meeting and Hearings:*

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

ARTICLE IV

A. Rights and Protection in Rerepresentation pursuant to N.J.S.A. 34:13A-1, et seq.

B. Whenever any Association Member is required to appear before any Administrator, Board or Committee thereof, concerning any matter which does or may adversely affect the continuation of that Association Member in his/her employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representation of the Association or of his/her own choosing present to advise him/her and represent him/her during such meeting or interview.

C. Any question or criticism by an Administrator, or by a Board Member, of an Association Member and/or his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

ARTICLE V

A. The work year for Supervisors shall be between September 1 and June 30 and not to exceed 185 days. Supervisors shall be entitled to those paid holidays and vacations as stipulated in the school calendar.

NOTE: As required with the direction and approval of the Administration, a minimum of 10 work days after the official close of school in June may be fulfilled anytime prior to the opening of the next school year at the rate specified in Article 10-3a. Additional days may be assigned by the Board or requested by a Supervisor based upon the particular needs of the programs as perceived by the principal, superintendent, or supervisor. It is recognized that final approval rests with the Board of Education.

B. All Supervisors shall be required to hold a valid New Jersey Supervisor's Certificate. Responsibility for supervision of professional staff will be a factor in classification.

C. Supervisors' staff responsibilities will be assigned equitably at the mutual consent of the Board, administration, and the Supervisors' Association.

D. Supervisors shall teach a maximum of three classes per day with a full lunch period, one preparation period, and three periods for supervision and other department duties. Supervisors will be compensated for any additional class coverage at the normal rate paid for class coverage.

E. English, Mathematics, Science, and Social Studies supervisors will teach up to two classes per day. Their responsibilities will extend to curriculum supervision and coordination responsibilities to grades 6 - 8. The Middle School Principal has responsibility for observation and evaluation of middle school staff. If, however, the principal requests confirmation of identified needs in an observation, or in the judgment of the supervisor there is a question of effective implementation of the curriculum by a teaching staff member, the supervisor will conduct a formal observation.

F. The length of Supervisors' school day shall be seven and one-quarter hours with the following exceptions: Back-to-School Nights; In-Coming Freshmen Orientation Programs; other bona-fide professional activities.

F. At retirement or death, a Supervisor shall be compensated for unused sick days at a rate commensurate with that granted the Delran Education Association.

ARTICLE VI

Insurance Protection

A. The Board of Education will provide each Supervisor, the health benefits package granted to the Delran Education Association.

B. For each supervisor who remains in the employ of the Board of Education for the full school year, the Board shall make payment of the insurance premiums to provide insurance coverage for the full twelve month period, commencing September 1 and ending August 31.

C. The Board shall provide each supervisor and his/her dependents, the co-pay prescription program granted to the Delran Education Association.

D. The Board shall provide each supervisor, the comprehensive dental plan granted to the Delran Education Association.

E. Any additional health care benefits granted to the Delran Education Association will be granted to supervisors.

F. Supervisors on unpaid leaves of absences shall have the right to continue insurance coverages provided appropriate monthly premiums are paid by the Supervisor to the Board. Upon return to work, the Board shall commence payment of premiums.

ARTICLE VII

Evaluation

A. Evaluation Procedures:

1. *Copies of Reports* - No written evaluations may become a part of the Supervisor's personnel file without the opportunity for the Supervisor to review, rebut, and sign.

2. *Right to Respond* - A conference shall be arranged between the evaluator and the Supervisor within five working days of the written evaluation. At such time, the Supervisor is entitled to have his/her response to the evaluation heard and appended to the evaluation.

3. *Notice of Contract Renewal* - Each non-tenured supervisor shall receive written notice prior to April 30 each year whether or not the Supervisor will be recommended for re-employment for the following school year. If the contract is not to be renewed, the Supervisor shall be informed privately and in writing with reasons for such action.

Complaints Regarding a Supervisor:

Any complaint regarding a Supervisor should be resolved at as low a level and as informally as possible. The immediate superior should ameliorate this problem. Failing in this, the complaint will be passed on to the next person in charge. If, after failing to gain satisfaction, the complainant still desires to register a formal complaint with the Board, it must be made in writing. The Supervisor shall be given an opportunity to respond and to rebut such complaints and shall have the right to be represented by the Association or legal counsel at any meetings or conferences regarding such a complaint.

ARTICLE VII

Sick Leave:

All Supervisors shall be entitled to ten sick leave days per school year. Unused sick days shall be accumulated from year to year.

Temporary Leaves of Absence:

1. Death in the immediate family up to four (4) school days per occurrence. Immediate family shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparents. One day shall be granted for other family members. In the event the deceased had lived more than 200 miles (one way) from the employee's residence, an additional day shall be granted.
2. Three days for personal reasons. The number of unused personal days for any year shall accumulate for the purpose of sick leave from year to year; however, such days shall not be paid for on retirement under Article V, section F. Such requests shall be submitted at least two (2) days in advance to the building principal for approval except that this requirement may be waived in cases of emergency. Such approval shall not be unreasonably denied.
3. Legal - In case of required court appearance for school business, time off shall be granted with no loss of pay.
4. Professional Conferences - Each Supervisor may be entitled to attend appropriate professional conferences, workshops, etc. with prior approval from the Principal and Superintendent. Expenses incurred by Supervisors in attending such professional activities shall be paid for by the district as per Board Policy 1.19.
5. *Maternity Leave*
The Board shall grant maternity leave without pay to any Supervisor upon request subject to the following limitations.
 - a. Maternity leave shall commence and terminate on the date requested by the Supervisor and approved by the Board.
 - b. The employee's return to the same building or special assignment shall not be guaranteed, but arranged whenever possible upon the recommendation of the Superintendent.

c. No Supervisor shall be required to leave work because of pregnancy at any specific time prior to expected childbirth or be prevented from returning to work solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.

d. The Board shall not remove any Supervisor from her duties during pregnancy unless the person cannot produce a certificate from her physician that she is medically able to continue working.

e. The Board shall not discriminate against any person in violation of the N.J.S.A. 10:3-1 et seq., the Law Against Discrimination, nor in violation of the Constitution of the United States.

Return from Leave

a. Upon return from leave granted pursuant to this article, a Supervisor shall be placed on the salary schedule at the time of leave.

b. All benefits to which a Supervisor was entitled at the time her leave commenced, including unused accumulated sick leave, shall be restored to her upon return.

ARTICLE IX

Professional Improvement

A. Professional Dues:

The Board recognizes the value of professional organizations and agrees to pay the dues for Supervisors who join the state and national professional organizations appropriate to their position.

B. Reimbursement of Tuition, Fees, Books:

The Board agrees to pay up to, but not in excess of, \$450.00, for the cost of tuition, fees, and books.

1. To qualify, a Supervisor must receive approval from the Superintendent no later than ten days after registration.

2. Upon completing course work, proof of a passing grade and receipts for expenses involved must be presented to receive reimbursement.

ARTICLE X

Salaries

A. The salaries of all Supervisors covered by this agreement are set forth:

1. The Supervisor's salary for 1993-94 will be based on the current effective teachers' salary guide plus an additional stipend of \$4120.00, which will be added to the base salary to form one contract.

2. The Supervisor's salary for 1994-95 will be based on the current effective teachers' salary guide plus an additional stipend of \$4532.00, which will be added to the base salary to form one contract.

3. The Supervisor's salary for 1995-96 will be based on the current effective teachers' salary guide plus an additional stipend of \$4985.00, which will be added to the base salary to form one contract.

a. The rate of pay for additional 10 working days beyond the 185 day work year specified in Article V-A shall be calculated at 1/200 of the base salary.

B. Supervisors shall be paid every other Friday. A schedule of pay dates will be issued by the Board each year. The Association and the Board recognize and agree that flexibility in this schedule must be provided at certain times of the year due to staff vacations and other pressing needs, i.e., specifically during Christmas and spring breaks, during the first week in September, and during the first week in June; therefore, reasonable modifications and deviations from this every other Friday pay day will be permitted. Supervisors shall receive their pay schedule for the next school year in June of the preceding school year. When a payday falls on or during a school holiday, vacation, or weekend, the members shall receive their paycheck on the last previous working day.

C. The Board will authorize the Secretary of the Board to make additional deductions for Supervisors as prescribed by law.

D. Supervisors shall receive their final regular paychecks on the last work day in June. Supervisors may independently elect to have a portion of their salary withheld and deposited to their credit union and/or tax deferred annuities upon executing proper payroll authorization forms.

ARTICLE XI

Board Rights

The Board reserves to itself, except as otherwise specified via the Agreement, sole jurisdiction thereof, to carry out its state mandated responsibility, to manage and direct all the operations and activities of the Delran School District in accordance with applicable laws and regulations.

ARTICLE XII

Miscellaneous

A. Mileage Reimbursement

Supervisors shall be reimbursed at the rate per mile currently established for the Delran Education Association whenever Supervisors may be required to use their automobiles in the performance of school duties.

ARTICLE XIII

Duration of Agreement

A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

B. This Agreement shall be effective as of July 1, 1993 and shall continue in effect until June 30, 1996, subject to the Association's right to negotiate over a successor agreement. If for any reason there is a lapse of continuity of one contract to the next, all current working conditions will remain in effect until modified.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representatives.

BY	<u>Morgan R. Burton</u>	President
BY	<u>[Signature]</u>	Secretary
DATE	<u>September 1, 1994</u>	
BY	<u>[Signature]</u>	President
BY	<u>Michael R. [Signature]</u>	Representative